



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022474-25

In the matter of: BASEMENT UNIT, 69 HAVERSON BLVD
YORK ON M6M3J8

Between: ADELIO MEIREIS Landlord

And

SILVERIO GARDA Tenant

ADELIO MEIREIS (the 'Landlord') applied for an order to terminate the tenancy and evict SILVERIO GARDA (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was heard by videoconference on March 31, 2026. The Landlord's legal representative Akansha Wahi, the Landlord, the Tenant's legal representative Harshil Khabrani, and the Tenant attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the L1 and L2 applications and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent, and specifically that the tenancy would terminate.

Agreed Facts:

1. The Tenancy between the Landlord and Tenant will terminate on June 11, 2026.
2. The parties mutually requested to amend the application to replace the Tenant name of Adelio Meireis with Silverio Garda.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$861.51. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$28.32. This amount is calculated as follows: $\$861.51 \times 12$, divided by 365 days.
6. The Tenant acknowledged that the rent due on April 1, 2026 would not be paid in full and on time. The parties agreed that the upcoming rental payment due on April 1, 2026 would be reflected in the rent arrears owing to April 30, 2026 as outlined in this order, as the order would not be issued prior to April 1, 2026, and therefore would be in arrears when the order is issued.
7. The rent arrears owing to April 30, 2026 are \$3,323.02.
8. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The parties agree that compensation equal to one month's rent for the N12 Notice of Termination was applied to the amount owing for the January 1, 2025 rental payment.
11. The Landlord agrees to waive the rental payment owing for the month of May 2026.
12. The Tenant agrees to pay the Landlord rent on a daily basis from June 1, 2026 to June 11, 2026, or to the date the Tenant vacates the unit, whichever is earlier.
13. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenants do not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 11, 2026.
2. This application is amended to replace Adelio Meireis with Silverio Garda as the Tenant.
3. If the unit is not vacated on or before June 11, 2026, then starting June 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 12, 2026.
5. The Tenant shall pay to the Landlord \$3,509.02 which represents arrears of rent (\$3,323.02) plus the application filing fee (\$186.00) for the period ending April 30, 2026.

6. The Tenant shall make payments to the Landlord towards the amount set out in paragraph 5 in accordance with the following schedule:
 - A payment of \$400.00 on or before April 1, 2026;
 - A payment of \$600.00 on or before April 27, 2026; and
 - A payment of \$800.00 on or before May 27, 2026.
7. If the Tenant fails to make any one of the payments in accordance with paragraph 6 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant earlier than June 11, 2026 and requiring that the Tenant pay any new arrears, NSF fees and related charges that became due and owing after April 30, 2026.
8. The rent payable to the Landlord for the month of May 2026 is waived.
9. The Tenant shall also pay the Landlord compensation of \$28.32 per day for the use of the unit starting June 1, 2026 to the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 5 on or before June 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 12, 2026 at 4.00% annually on the balance outstanding. Payments made by the Tenant pursuant to paragraph 6 shall reduce the balance of monies owed accordingly.

April 14, 2026
Date Issued

Sandra Sabourin
Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 12, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.